

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

(1) KAUFFMAN SEEDS, INC., )  
                                  )  
Plaintiff,                    )  
                                  )  
v.                             ) Case No. \_\_\_\_\_  
                                  )  
(1) TOM HILL; and (2) CHERYL  
LINDSEY a/k/a CHERYL HILL    )  
                                  )  
Defendants.                  )

**COMPLAINT**

Plaintiff, Kauffman Seeds, Inc. (“Kauffman”), alleges and states as follows:

1.       Plaintiff. Kauffman Seeds, Inc. is a Kansas corporation with a principal place of business in Hutchinson, Reno County, Kansas.
2.       Defendants. Upon information and belief, Tom Hill (“Tom”) is an individual who resides in Tonkawa, Kay County, Oklahoma. Upon information and belief, Cherylynne Lindsey a/k/a Cheryl Hill (“Cheryl”) is an individual who resides in Tonkawa, Kay County, Oklahoma. (Collectively “Defendants”).
3.       Jurisdiction and Venue. Jurisdiction and venue is appropriate in this Court based on common law principles of jurisdiction, 28 U.S.C. § 1332, and 28 U.S.C. § 1391.
4.       Kauffman’s Business and Products. Kauffman is a full-service seed supply business that sells a variety of seeds for field and cover crops, including wheat, alfalfa, soybeans, corn, and grasses. Kauffman additionally produces specialty seeds specifically designed for the southern Kansas and northern Oklahoma climate and growing conditions.

5.     The Defendants' Farming Business. Tom Hill and Cherylynne Lindsey jointly operate a farming business in and around Kay County, Oklahoma. The Defendants grows wheat, soybeans, and corn.

6.     The Purchases and Contracts. Between May 2016 and August 2018, the Defendants purchased various seeds from Kauffman, including soybeans, oats, alfalfa, and wheat for use in his farming operations. The Defendants also purchased treatment chemicals for the seeds. With each purchase, Tom or Cheryl contacted Kauffman at its Hutchinson location, whereupon Kauffman created a purchase order and invoice reflecting the purchase. Kauffman then delivered the seeds and chemicals to the Defendants in Oklahoma.

7.     Refusal to Pay. After delivery, invoices were provided to the Defendants for payment. In spite of the delivery and use of Kauffman's products, the Defendants have failed and refused to pay the outstanding balance due to Kauffman, which totals \$214,181.61. Multiple demands have been made upon the Defendants for payment, but no payment for the outstanding balance has been received.

8.     The Defendants' Breach of Contract. The Defendants are in breach of the contracts to pay for the seeds and chemicals provided to him, and Kauffman has suffered damages as a result of the Defendants' wrongful conduct.

9.     The Defendants' Unjust Enrichment. The Hills has been unjustly enriched by receiving the benefit of the products and services provided to him without paying for them.

WHEREFORE, Kauffman requests that the Court grant judgment in its favor as follows:

1. Judgment against the Defendants in the principal amount of \$214,181.61 plus interest as allowed by law;

2. Alternatively, judgment against the Defendants for an amount not less than the benefit conferred unjustly to the Defendants and in an amount which will make Kauffman whole;
3. Judgment against the Defendants for Kauffman's reasonable attorneys fees and costs incurred in this action; and
4. Any other relief to which Kauffman may be entitled.

Respectfully submitted this 7<sup>th</sup> day of February, 2020.

*/s/ Cole McLanahan*

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